

United States Bankruptcy Court Southern District Of New York		PROOF OF CLAIM
Name of Debtor <u>Delphi Corporation</u>		Case Number <u>05-44481</u>
<p><input checked="" type="checkbox"/> This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</p> <p>Name of Creditor (The person or other entity to whom the debtor owes money or property): <u>Juki Automation Systems, Inc.</u></p> <p>Name and Address where notices should be sent: <u>Juki Automation Systems, Inc.</u> <u>507 Airport Blvd., Suite 101</u> <u>Morrisville, NC 27560</u></p> <p>Telephone Number: <u>(919) 460-0111</u></p> <p>Account or other number by which creditor identifies debtor: <u>Customer ID 233</u></p>		<p><input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.</p> <p><input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.</p> <p><input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.</p> <p>This Space For Court Use Only</p>
Check here if this claim <input type="checkbox"/> replaces or <input type="checkbox"/> amends a previously filed claim dated: _____		
<p>1. Basis for Claim</p> <p><input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)</p>		
2. Date debt was incurred: <u>9/20/05</u>		3. If court judgment, date obtained:
<p>Total Amount of Claim at Time Case Filed: \$ <u>138,443.00</u> (Unsecured Nonpriority) <u>138,443.00</u> (Secured) <u>138,443.00</u> (Unsecured Priority) <u>138,443.00</u> (Total)</p> <p>* If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.</p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.</p>		
<p>5. Secured Claim.</p> <p><input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff).</p> <p>Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other <u>equipment</u></p> <p>Value of Collateral \$ _____</p> <p>Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ <u>138,443.00</u></p>		<p>7. Unsecured Priority Claim.</p> <p><input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim:</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).</p> <p><input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).</p> <p><input type="checkbox"/> Up to \$1,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).</p> <p><input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).</p> <p><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).</p> <p>* Amounts are subject to adjustment on 4-1-07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</p>
<p>6. Unsecured Nonpriority Claim \$ _____</p> <p><input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.</p>		
<p>8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.</p> <p>9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.</p> <p>10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.</p>		
Date: <u>1/5/05</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <u>David J. Frazer DAVID J. FRAZER Secretary Treasurer</u>	

Penalty for presenting fraudulent claim: Fine up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

COPY

EXHIBIT

A

JUKI

AUTOMATION SYSTEMS

Airport Boulevard, Morrisville, NC 27560, USA
Tel (919) 460-0111 Fax (919) 469-0480

Remit To:

P.O. Box 601600, Charlotte, NC 28260-1600
Wires: Acct# 2000000569950 ABA# 053000219

INVOICE

Invoice No. IN0017764
Date 9/20/2005
Customer ID 233
Due Date 10/20/2005

Bill To:	Ship To:
c/o DELPHI PACKARD ELECTRIC CITY OF BROOKHAVEN PO BOX 431 WARREN, OH 44482	PLANT #23 DELPHI PACKARD ELECTRIC SYSTEMS BROOKHAVEN INDUSTRIAL PARK BROOKHAVEN, MS 39601

FOB POINT	SHIP VIA	ORDERED BY	CUSTOMER PO		
Shipping Point	To Be Determined	DAVID JONES	03059		
ORDER DATE	TERMS	SALES PERSON	SITE		
3/31/2005	Net 30 Days	MARTEC	010		
PART NUMBER	QUANTITY	UNITS	QTY SHIPPED	PRICE	EXT. PRICE
Sequence Ident. No. PRM3910N-001 KE2060L	1	EA	1	119,602.00	119,602.00
KE2060L SIZE CONVEYOR Serial No. 265-G2252					
Sequence Ident. No. PRM3910N-006 -OPTION	1	EA	1	10,000.00	10,000.00
20MM TALL COMPONENT HEIGHT OPTION KE2060					
Sequence Ident. No. PRM3910N-003 40025195	1	EA	1	891.00	891.00
TOUCH PANEL 2050/2060 (RETROFIT) (40001793)					
40001794	1	EA	1	0.00	0.00
L WIDE PWB SIZE KE2050/2060					

Sales Total	130,493.00
Shipping & Handling	
Misc. Charges	
Tax Total	
Paid	
Total Due	130,493.00

PACKING SLIP

JUKI

AUTOMATION SYSTEMS

507 Airport Boulevard, Morrisville, NC 27560, USA
Tel (919) 460-0111 Fax (919) 469-0480

Shipper ID SH0014222
Sales Order No. SO0031860
Order Type Systems Order
Customer ID 233

BILL TO:	SHIP TO:
C/O DELPHI PACKARD ELECTRIC CITY OF BROOKHAVEN PO BOX 431 WARREN, OH 44482	PLANT #23 DELPHI PACKARD ELECTRIC SYSTES BROOKHAVEN INDUSTRIAL PARK BROOKHAVEN, MS 39601

PAGE 1

F.O.B. POINT		SHIP VIA		ORDERED BY		CUSTOMER P.O. NO.	
Shipping Point		To Be Determined		DAVID JONES		03059	
ORDER DATE		TERMS		SALES PERSON		SHIP COMPLETE	
3/31/2005		Net 30 Days		Martec		No	
LINE	PART NUMBER	QUANTITY	UNITS	QTY SHIPPED	BIN LOCATION		
00001	KE2060L	1	EA	1	WH.10		
KE2060 L SIZE CONVEYOR							
Serial Nos: 265-G2252							
00002	40025195	1	EA	1	8-A-6		
TOUCH PANEL 2050/2060 (RETROFIT) (40001793)							
00007	40001794	1	EA	1	WH.10		
WIDE PWB SIZE KE2050/2060							

Boxes		Pulled	9.21
Total Weight		Inspected	DD
Charges		Packed	

Last Updated by: DD9/19/2005

3-23-05
DATE OF ORDER

PAGE 1 OF 1

Send Invoices to:
Triplicate to:
City of Brookhavenc/o DELPHI PACKARD ELECTRIC SYSTEMS
P. O. BOX 431 WARREN, OHIO 44482THIS NUMBER TOGETHER WITH PLANT
NUMBER, PART NUMBER AND SPECIFICA-
TION NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES, PACKING SLIPS AND
BILLS OF LADING.

F-1687-Z

Juki Automation Systems Inc.
507 Airport Blvd
Morrisville, NC 27560DELIVER
TO:Delphi Packard Electric Systems
Brookhaven Industrial Park
Brookhaven, MS 39601

PLT. 23

Please address all correspondence concerning this order to the attention of
DELPHI PACKARD ELECTRIC SYSTEMS, WARREN, OHIO 44482PLEASE ENTER OUR ORDER AS LISTED HEREON, SUBJECT TO TERMS AND
CONDITIONS ON THE BACK HEREOF.

STANDING INSTRUCTIONS		F.O.B.		TERMS:		BUYER	
see attached		OPFC		MNS2		SE	
SEQUENCE IDENT. NO.	CRIB/ITEM PART NO.	DESCRIPTION	PRICE/U.O.M.	U.O.M.	CD.	SHIPPING SCHEDULE	
						QUANTITY ORD.	SHIP'T. DATE
PRM3910N-001	KE2060LL, KE2060 SMT/odd component -placer		\$119,602.00	PCS		2-PCS	3-17-05
PRM3910N-002	barcode reader system		\$24,900.00	PCS		2-PCS	3-17-05
PRM3910N-003	touch panel option		\$891.00	PCS		2-PCS	3-17-05
PRM3910-004	Feeder set-up module		\$5,500.00	PCS		2-PCS	3-17-05
PRM3910N-005	software translator		\$3,500.00	PCS		2-PCS	3-17-05
13910N-006	LH option, 20 mm tall comp capability		\$10,000.00	sets		2-sets	3-17-05
RFQ 02-SE-04-026							
*** ALL DELPHI TERMS AND CONDITIONS APPLY***							
*** SEE ATTACHED FOR DETAILED DESCRIPTION***							

↑ WHEN GIVEN THE SEQUENCE IDENT. NO. MUST APPEAR ON ALL PACKING SLIPS AND INVOICES.

SUBMIT ALL INVOICES IN TRIPLICATE. SUPPLIER MUST NOTIFY DELPHI PACKARD ELECTRIC SYSTEMS IN WRITING AND OBTAIN WRITTEN APPROVAL THROUGH PACKARD ELECTRIC PURCHASING, PRIOR TO MAKING ANY CHANGE IN THE FORMULATION, COMPOSITION AND / OR MANUFACTURING PROCESS OF PM MATERIAL AND / OR PURCHASED PARTS ORIGINALLY APPROVED AND SUPPLIED UNDER THIS SPECIFICATION.

ALL SHIPMENTS MUST BE ACCOMPANIED BY PACKING SLIP SHOWING ORDER NUMBER, PART OR SPECIFICATION NUMBER, QUANTITY AND BRIEF DESCRIPTION OF GOODS.

OHIO STATE SALES TAX The Department of Taxation of Ohio has issued Permit No. 98000623 to this Company authorizing it to purchase tangible personal property without payment of tax at the time of purchase. We agree to maintain adequate records of all purchases and pay tax on the taxable items directly to the Treasurer of State.

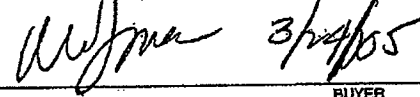
DELPHI PACKARD ELECTRIC SYSTEMS

P. O. BOX 431 WARREN, OHIO 44486
WARREN, OHIO PHONE: (216) 373-3050
CLINTON, MISS. PHONE: (601) 824-7411

IMPORTANT NOTICE: UNLESS YOU NOTIFY THE BUYER AND OBTAIN A FORMAL REVISION FROM HIM PRIOR TO SHIPMENT, THE PRICES ON THIS ORDER ARE THE MAXIMUMS THAT WILL BE PAID AGAINST INVOICES FOR MATERIAL OR SERVICES SUPPLIES.

IMPORTANT This order is not binding until accepted. Acceptance must be executed on acknowledgment copy which must be returned to Buyer.

This final condition, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon Buyer unless made in writing and signed by Buyer's authorized representative.



BUYER

RICHARD PATRICK
PURCHASING MANAGER

RECEIVED, subject to the classifications and lawfully in force at the date of the issue of this Shipping Order, the carrier, (the word carrier is used throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery or destination, if on its route, otherwise to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time entered in all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Eastern and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in classification or tariff which governs the transportation of his shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

CARRIER Central Transportation DATE 9-21-05
 FROM Juki Automation System Shipper's No. _____
 AT 507 Airport Blvd Morrisville NC 27560 Agent's No. _____
 Consigned to Delphi Automotive Systems (Mail or street address of consignee for purposes of notification only)
 Destination 925 Ind. Park Dr Hwy 51 State of _____ County of _____
 Route #23 Receiving Dock Brookhaven, MS. 39601
 Delivering Carrier _____ Vehicle or Car Initial _____ No. _____

NO. PKGS.	HM	DESCRIPTION OF MATERIALS, SPECIAL MARKS AND EXCEPTIONS	WEIGHT (SUB. TO CORR.)	CLASS OR RATE	CK. COL.	Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
2		Electronic Equipment	4150			Per _____ (Signature of Consignor)
						If the charges are to be prepaid, write or stamp here "To be Prepaid."
						Received \$ _____ to apply in prepayment of the charges on the property described hereon.
						Agent or Cashier
						Per _____ (The signature here acknowledges only the amounts prepaid.)
						Charges Advanced:

The above boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Rule 41, of the Uniform Freight Classification.

Driver's Signature Only Acknowledges Receipt of Freight

274-361455-9

packaged, marked and labeled, and are in proper condition for transportation

the bill of lading shall state whether it is "carrier's or shipper's weight."

State Commerce Commission,

In writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper, to be not exceeding

THIS SHIPMENT IS CORRECTLY DESCRIBED.

EMERGENCY RESPONSE PHONE NUMBER

CORRECT WEIGHT IS _____ LBS.

Shipper, Per _____

Shipper _____

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

Permanent post office address of shipper

When transporting hazardous materials include the technical or chemical name for n.o.s. (not otherwise specified) or generic description of material with appropriate UN or NA number as defined in USDOT Emergency Response Communication Standard HM126C. Provide Emergency Response Phone Number in case of incident or accident.

Boxes

Total Weight

Charges

Pulled

Inspected

Packed



507 Airport Boulevard
Morrisville, NC 27560, USA
Tel (919) 460-0111
Fax (919) 469-0480
www.jas-smt.com

November 9, 2004

Sales Order Acknowledgement

David Jones
Delphi Packard Electric Systems
6000 Youngstown-Warren Road
Warren, OH 44446

Dear David:

I would like to take this opportunity to thank you for your recent decision to purchase your Surface Mount Equipment from Juki Automation Systems. We currently are in receipt of your purchase order number 03342 and would like to advise you that this has been accepted under our terms and conditions and is being processed for delivery.

The information listed below has been scheduled for shipment per Juki quote number E04194-152825C:

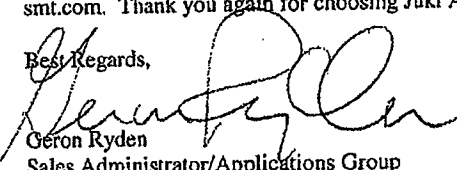
Part Number	Description	Qty
KE2060LL	SMT Machine	3
LH Option	Extended Height Option 20mm Component	3
CAMX	Software to support standard CAMX interface	3
40001793	Touch Panel	3
FSS1	Feeder Setup System Module	3
BCR	2D Bar Code Reader	3
CSSF	Custom Stack Stick Feeder for Delphi	12
FF12NS	12mm Tape Feeder	6

Below is a list of contact numbers that you might find useful in contacting Juki Automation Systems regarding this and future orders.

Closest Service Office	(919) 460-0111 ext 139 or (510) 249-6700 ext 202
Spare Parts	(919) 460-0111 ext 105 or (919) 460-0111 ext 134
Applications	(919) 460-0111 ext 120 or (919) 460-0111 ext 130

For questions regarding the shipment of your order I may be reached at (919) 460-0111 ext 130 or gryden@jas-smt.com. Thank you again for choosing Juki Automation Systems for your SMT equipment needs.

Best Regards,


Geron Ryden
Sales Administrator/Applications Group
Juki Automation Systems
507 Airport Blvd.
Morrisville, NC 27560
Fax: 919-469-0480



Terms and Conditions

1. DEFINITIONS

Seller means Juki Automation Systems, Inc. Buyer means the person to whom this document is addressed.

2. CONDITIONS OF AGREEMENT MODIFICATION

These terms and conditions, together with the provisions of the document to which they are attached, may not be modified without written approval of Seller and if accepted by Buyer, constitute the entire agreement between the parties and thereafter may be modified or terminated only by a written instrument executed by both parties. Should Buyer place an order with Seller referring therein in any way to a quotation of Seller, or otherwise incorporating in such order any price, delivery or other information contained in Seller's quotation, then in that event, these terms and conditions shall be deemed to be accepted by Buyer, incorporated in Buyer's order and to be in lieu of any other terms or conditions in Buyer's order which are inconsistent with these terms and conditions. Any price or delivery quotation by Seller shall remain valid for 60 days unless otherwise stated in the document to which this is attached. Any orders are subject to acceptance by Seller and are subject to credit approval.

3. DELIVERY

A) Estimated lead time is given at time of quotation. Delivery date will be established at the time a formal purchase order is received and acknowledged.

B) The delivery date is Seller's best estimate of the time products will be shipped from the factory. Seller will use its best efforts to meet the delivery date but Seller shall have no liability for loss, damage or consequential damages due to delay in delivery.

C) All delivery dates are based upon timely receipt from Buyer of any drawings, parts, test components, instructions or any other things or information which Seller requires Buyer to furnish to Seller.

D) Seller shall not be responsible for and Buyer shall have no right of cancellation for delays in Seller's performance due to causes beyond the control and without the fault of negligence of Seller, including, but not limited to, acts of God, fire, strikes, and failure of suppliers to deliver due to causes beyond their control and without their fault or negligence.

4. PAYMENT TERMS

Unless otherwise stated on the invoice issued upon the acceptance of Buyer's order, payment shall be in U.S. Currency and payable:

Net 30

In the event installation and start up is delayed for reasons outside the control of Seller, payments will be made no later than 45 days after the date of delivery. Any past due payments will be assessed an interest charge at 10% annually.

If Buyer accepts partial deliveries, Buyer agrees to pay for partial deliveries in accordance with stated payment terms.

5. WARRANTY

Seller warrants that its products will conform to official published specifications in effect at time of order placement. These specifications are available upon request. Seller further warrants its products to be free from defects in material and workmanship for either a period of one (1) year from completion of installation or 2,000 hours of operation, whichever shall occur first, provided the products are installed as specified by Seller, maintained by qualified service personnel and are operated in accordance with published operating procedures. For purposes of the foregoing warranties, the "completion of installation" shall be that date on which the products are installed and operating to the published specifications. If Buyer believes a product to be defective in material or workmanship or to fail to meet the specifications, Buyer shall notify Seller of such alleged defect or failure. Seller shall have a reasonable opportunity to investigate any alleged defect or failure, and upon its confirmation of the existence thereof Seller shall promptly remedy the same by repair or replacement at its discretion and without charge. Seller warrants parts repaired or replaced pursuant to this warranty for the duration of the original warranty period.

This warranty does not apply to (1) "wear parts" as they may be defined in the spare parts kit lists for the respective product, or (2) defects or failures as a result of noncompliance with Seller's installation specifications, or (3) Buyer's failure to perform recommended normal maintenance, set-up and adjustment of the product(s), or (4) Buyer's alteration/modification to product(s) without Seller's prior written approval, or (5) damages resulting from noncompliance with published operating procedures, or movement of product(s) from the original installation location, or (6) the use of replacement parts not supplied by Seller or Seller's approved suppliers.

Seller does not represent or warrant that the products supplied hereunder comply with any local laws or ordinances and Buyer will assume complete responsibility for compliance with local laws and ordinances and obtain all permits, licenses, authorizations or certificates required by any regulatory body for installation or use of the products.

Seller is not liable for any consequential or special damages resulting directly or indirectly from the design, material, workmanship, operation or installation of any of its products and neither assumes nor authorizes any other person to assume for it any other liability in connection herewith.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR USE AND MERCHANTABILITY, EXCEPT AS TO TITLE.

Replacement Parts Warranty

Seller warrants replacement parts sold by its Replacement Parts Division to be free from defects in material and workmanship upon leaving its facility. Seller's obligation under this paragraph is limited to repairing or exchanging, at its discretion, and without charge, items returned to Seller's factory, transportation charges prepaid, within 90 days from shipment of said items to Buyer's facility.

6. NO INDEMNIFICATION FOR USE

Seller makes no warranty that the products specified herein will not, when used in their normal manner, infringe any claims of any United States or foreign patents. Seller will not indemnify Buyer or its customers for any claims brought against Buyer or its customers for infringement of any such patents.

7. CHANGES

Any order may be amended from time to time by written change orders signed by both parties, setting forth the particular changes to be made and the effect of such changes on the price and time of delivery.

8. SHIPMENT, TITLE AND RISK OF LOSS

Except as otherwise set forth herein, delivery will occur and shipment will be Freight On Board (F.O.B.) Ex-works, and the price includes packing and packaging for international shipment by air and for domestic shipment by padded air van or truck. An extra charge will be made for special packing. Seller will use appropriate air and surface transportation unless otherwise specified in the order and assumes no responsibility for delay, breakage or damage after the product(s) are delivered to the carrier in good order. Risk of loss will pass to Buyer upon delivery of the product(s) to the carrier at Seller's plant. Claims for breakage and damage should be made to the carrier.

After delivery and until Buyer shall have paid in full for all products covered by this agreement, a security interest in the equipment shall be retained by Seller.

9. INSTALLMENT DELIVERY

If Buyer's order provides for delivery in installments, Seller may manufacture or have manufactured the entire quantity of ordered products at one time, subject to delivery in accordance with the order. If Buyer defaults in any way, under the order subsequent to such completion of manufacture, the balance of the entire purchase price remaining unpaid will forthwith become due.

10. OSHA

In the designing and manufacturing of the product(s), subject to this order, Seller or its manufacturer will comply in good faith with the safety standards of the Occupational Safety and Health Act of 1970 as they exist on the date of acceptance of any order. Seller welcomes the inspection by Buyer's authorized representatives with regard to OSHA. Additions to, or modifications of, the product(s) requested at that time will be quoted on a time and material basis.

11. ELECTRICAL CODES

In the designing and manufacturing of the product(s), Seller or its manufacturer shall comply in good faith with the electrical standards of the International Electrotechnical Commission (IEC) as they exist on the date of acceptance of an order. Seller welcomes the inspection by Buyer's authorized representatives with regard to electrical codes. Additions to, or modifications of, the product(s) requested at that time will be quoted on a time and material basis.

12. SOFTWARE

All software is the property of the Seller. Without the prior written consent of Seller, Buyer will not: (A) use, copy, merge or transfer copies of the software or the documentation provided in connection with or as a part of the products (the "Software"), except as specifically authorized in connection with the use of the products; (B) use the backup or archival copy of the Software (or permit any third party to use such copy) for any purpose other than to replace the original copy in the event that it is destroyed or becomes defective; or (C) rent, lease, sublicense, distribute, transfer, copy or modify the Software, or any of its rights associated with the Software, except as expressly authorized in this Agreement; (D) reverse engineer, disassemble, decompile or otherwise attempt to access the source code of the Software; or (E) use the Software, or any part of either of it except in connection with the products.

13. SPECIAL FEATURES

Tools, dies and facilities embody Seller's design and experience, and any charges made for them represent only a portion of their cost. Accordingly, Seller retains title and all rights to their possession.

14. TAXES

Buyer is responsible for payment of any applicable sales use, turnover or other taxes due to any, federal, state or local taxing authority imposing the same. If said transaction is exempt from sales and/or use tax, Buyer shall provide Seller with a statement of such exemption.

15. INSOLVENCY

Either party shall have the right to cancel any order resulting from this quotation in the event that the other party becomes bankrupt or makes assignment for benefit of creditors.

16. LAW

This agreement shall be governed by, subject to and construed according to the laws of the State of North Carolina.



507 Airport Blvd
Morrisville, NC 27560
Tel (919) 460-0111
Fax (919) 469-0480

Company **Delphi Automotive Systems (OH)**
6000 Youngstown-Warren Road
Warren, OH 44446
330-373-7413

Contact: David Jones

Quote Number: E04194-152825C

Quote Date: 10/26/2004

Main Item	Description	List Price (Ea)	Price (Ea)	Qty	Product Total
KE2060LL	KE 2060 with L-Wide Size Conveyor (14"x20")	\$179,900.00	\$179,900.00	3	\$539,700.00

Included with this Item:

One Multi-Nozzle Laser Head with Four Nozzles and One High Precision Placement Head with One Nozzle
Vision Centering System featuring:
Tri-Color, Tri-Directional Lighting, All-Ball Recognition and Multi-Imaging
Front and Rear Feeder Float Detectors
Board Fiducial Offset Correction System
Front and Rear Feeder Banks - Accommodates (80) 8MM Tape Feeders
Automatic Nozzle Change Station
(17) Nozzles: 5ea-500's, 5ea-504's, 2ea of 505's, 506's, 507's, & 1ea-508
Teach Pendant, PC Keyboard and Trackball
Board Edge Clamping System
Self Calibration Jig
2 Micron Resolution Linear Encoders
Vision Monitor
12" Color LCD Monitor
3-Stage Pass Thru-Conveyor
NT Operating System & System Optimization Software
(12) Board Support Pins
5th Generation High Rigidity Cast Frame
Installation & On-Site Training
2 Training Credits for Advanced Machine & Operating Training Courses at JUKI Location

Options

Accessories

40001793	Touch Panel for KE2050/KE2060	\$1,195.00	\$1,195.00	3	\$3,585.00
LH Option	Extended Height Option for 20mm Component Height	\$10,000.00	\$10,000.00	3	\$30,000.00
CAMX	Software to support CAMX standard interfaz	\$3,500.00	\$3,500.00	3	\$10,500.00
FSS1	Feeder Setup System Module 1 - At machine feeder verification	\$5,500.00	\$5,500.00	3	\$16,500.00
BCR	2D Bar Code Reader and Software for Automatic Change Over and Serial Number Detection	\$24,900.00	\$24,900.00	3	\$74,700.00

Feeders (Stick)

CSSF	Custom Stack Stick Feeder for Delphi	\$11,950.00	\$11,950.00	12	\$143,400.00
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Feeders (Tape)

FF12NS	12mm Tape Feeder (1 stroke)	\$795.00	\$795.00	6	\$4,770.00
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Main Item	Description	List Price (Ea)	Price (Ea)	Qty	Product Total
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Lease	
Interest:	0
Duration:	Payment:

All terms and conditions are incorporated as part of this offer.
Prices current as of date shown. Prices valid for 30 days.
Price includes installation, training, and one (1) year non-wear parts/labor warranty on new equipment and 6 months on used/refurbished equipment. Price does not include freight, duty, or state or local taxes if applicable.

Main Product SubTotal	\$539,700.00
OptionSubTotal	\$283,455.00
Total Price:	\$823,155.00

Additional Discount:	\$169,940.00
Net Investment:	\$653,215.00

- Notes:**
- **Juki will provide (2) sets of manuals on CD
 - **Juki will offer a 6000 hour/2 year warranty
 - **Juki will provide CAD drawings of the machines showing clearance zones as well as air, power, and LAN connection points
 - **Delivery is FOB destination with freight being paid collect
 - **Conveyor is set for right to left operation
 - **Operator, maintenance, programming and advanced programming training for up to six sessions is included with the purchase of this system
 - **Machine software upgrades will be at no charge during the warranty period



507 Airport Boulevard, Morrisville, NC 27560, USA
Tel (919) 460-0111 Fax (919) 469-0480

PACKING SLIP

Shipper ID SH0014223
Sales Order No. SO0032627
Order Type for Systems Sales Ord.
Customer ID 233

BILL TO: C/O DELPHI PACKARD ELECTRIC CITY OF BROOKHAVEN PO BOX 431 WARREN, OH 44482	SHIP TO: DELPHI AUTOMOTIVE SYSTEMS DELPHI PACKARD-MISS OPERATIONS 925 IND. PARK DRIVE, HWY. 51 #23 RECEIVING DOCK BROOKHAVEN, MS 39801
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PAGE 1

F.O.B. POINT Shipping Point		SHIP VIA To Be Determined		ORDERED BY DAVID JONES		CUSTOMER P.O. NO. P3S27649	
ORDER DATE 8/29/2005		TERMS Net 30 Days		SALES PERSON Martec		SITE 010	
						SHIP COMPLETE No	
LINE 00001	PART NUMBER FF12NS	QUANTITY 10	UNITS EA	QTY SHIPPED 10		BIN LOCATION WH.10	
FEEDER 12MM 1 STROKE							

(SHIPPED WITH #8140014222) DD

Boxes		 Inspected <i>[Signature]</i> Packed
Total Weight		
Charges		

JUKI

AUTOMATION SYSTEMS

Airport Boulevard, Morrisville, NC 27560, USA
Tel (919) 460-0111 Fax (919) 469-0480

Remit To:

P.O. Box 601600, Charlotte, NC 28260-1600
Wires: Acct# 2000000569950 ABA# 053000219

INVOICE

Invoice No. IN0017766
Date 9/20/2005
Customer ID 233
Due Date 10/20/2005

Bill To:	Ship To:
c/o DELPHI PACKARD ELECTRIC CITY OF BROOKHAVEN PO BOX 431 WARREN, OH 44482	PLANT #23 DELPHI PACKARD ELECTRIC SYSTEMS BROOKHAVEN INDUSTRIAL PARK BROOKHAVEN, MS 39601

FOB POINT		SHIP VIA	ORDERED BY		CUSTOMER PO	
Shipping Point		To Be Determined	DAVID JONES		P3S27649	
ORDER DATE		TERMS	SALES PERSON		SITE	
8/29/2005		Net 30 Days	MARTEC		010	
PART NUMBER		QUANTITY	UNITS	QTY SHIPPED	PRICE	EXT. PRICE
Sequence Ident. No. PRT4817A-001 FF12NS FEEDER 12MM 1 STROKE		10	EA	10	795.00	7,950.00

Sales Total	7,950.00
Shipping & Handling	
Misc. Charges	
Tax Total	
Paid	
Total Due	7,950.00